



Control Number: 51830



Item Number: 4

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PROJECT NO. 51830

**REVIEW OF CERTAIN RETAIL
ELECTRIC CUSTOMER PROTECTION
RULES**

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**PUBLIC UTILITY COMMISSION
OF TEXAS**

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STAFF STRAWMAN RULE AND BRIEFING QUESTIONS

The Public Utility Commission of Texas (Commission Staff) requests comments on the attached strawman rule proposed, in part, to implement House Bill (HB) 16, relating to the regulation of certain retail electric products, and section 9 of Senate Bill 3, relating to preparing for, preventing, and responding to weather emergencies and power outages; increasing the amount of administrative and civil penalties, as adopted by the 87th Texas Legislature. Commission Staff's strawman proposes to amend sections 16 TAC §§ 25.471 and 25.475, but Commission Staff acknowledges that additional sections may need to be amended or adopted as a part of this project.

Commission Staff further requests comments on proposed language addressing the following issue: Under § 39.110 of the Public Utility Regulatory Act, as adopted by the 87th Texas Legislature in HB 16, “[a]n aggregator, a broker, or a retail electric provider may not offer a wholesale indexed product to a residential or small commercial customer.” Wholesale indexed product is defined as “a retail electric product in which the price a customer pays for electricity includes a direct pass-through of real-time settlement point prices determined by [ERCOT].” Under 16 TAC §25.43, one component of the rate that Provider of Last Resort (POLR) providers are allowed to charge is the Real-Time Settlement Point Price (RTSPP) for the customer’s load. At the June 17th Commission work session, the Commissioners expressed an interest in removing the RTSPP from the POLR rate formulas. With respect to this issue, Commission Staff requests comments on the following questions:

1. If the Commission removes the RTSPP from the POLR rate formulas, what would be an equitable approach to POLR pricing moving forward?
2. What other considerations should the Commission take into account in determining whether and how to remove RTSPP from the POLR rate formulas (e.g. the role the POLR rate plays in §25.498, related to prepaid service, etc.)?

1 Commission Staff requests that interested persons submit written comments on this
2 strawman by **July 6, 2021**. Comments should be organized in a manner consistent with the
3 organization of the draft rule amendments. **Commission Staff strongly encourages commenters**
4 **to include a bulleted executive summary to assist Commission Staff in reviewing the filed**
5 **comments in a timely fashion.**

6 At the time of this filing, the Commission's rules requiring that pleadings or documents be
7 physically filed are suspended. *See* Project No. 50664, *Issues Related to the State of Disaster for*
8 *Coronavirus Disease 2019*, Second Order Suspending Rules filed on July 16, 2020. As long as
9 this suspension remains in effect, comments may be filed through the interchange on the
10 commission's website. If the suspension of these rules is lifted during the pendency of this project,
11 comments may be filed by submitting 16 copies to the commission's Filing Clerk, Public Utility
12 Commission of Texas, 1701 North Congress Avenue, P.O. Box 13326, Austin, Texas 78711-3326.
13 All responses should reference Project Number 51830. The parties' responses to the strawman
14 will assist staff in developing a proposed policy and proposed rules in this area.

15 Questions concerning this notice should be referred to David Smeltzer, Agency Rules
16 Counsel, (512) 936-7132 or Cliff Crouch, Manager, Licensing and Compliance, (512) 936-7296.
17 Deaf and hard of hearing individuals with text telephones (TTY) may contact the commission
18 through Relay Texas by dialing 7-1-1.

§25.471. General Provisions of Customer Protection Rules.

(a) **Application.** This subchapter applies to aggregators and retail electric providers (REPs).

In addition, where specifically stated, these rules apply to transmission and distribution utilities (TDUs), the registration agent, brokers and power generation companies. These rules specify when certain provisions are applicable only to some, but not all, of these providers.

(1)-(2) No changes.

(3) The rules in this subchapter are minimum, mandatory requirements that must be offered to or complied with for all customers unless otherwise specified. Except for the provisions of §25.495 of this title (relating to Unauthorized Change of Retail Electric Provider), §25.481 of this title (relating to Unauthorized Charges), applicable portions of §25.475 of this title (relating to General Retail Electric Provider Requirements and Information Disclosures to Customers), and §25.485(a)-(b) of this title (relating to Customer Access and Complaint Handling), a customer other than a residential or small commercial class customer, or a non-residential customer whose load is part of an aggregation in excess of 50 kilowatts, may agree to terms of service that reflect either a higher or lower level of customer protections than would otherwise apply under these rules. Any agreements containing materially different protections from those specified in these rules must be reduced to writing and provided to the customer. Additionally, copies of such agreements must be provided to the commission upon request.

(4)-(5) No changes.

(b)-(d) No changes.

§25.475. General Retail Electric Provider Requirements and Information Disclosures to ~~Residential and Small Commercial~~ Customers.

- (a) **Applicability.** The requirements of this section apply to retail electric providers (REPs) ~~and aggregators, when specifically stated,~~ in connection with the provision of service and marketing to residential and small commercial customers. ~~This section is effective April 1, 2010. When specifically stated, the requirements of this section apply to brokers and aggregators. When specifically stated, the requirements of this section apply to the provision of service and marketing to large commercial and industrial customers. This section is effective for contracts entered into on or after September 1, 2021.~~ REPs are not required to modify contract documents related to contracts entered into before this date, but ~~shall~~must provide notice of expiration as required by subsection (e) of this section.

- (b) **Definitions.** ~~The definitions set forth in §25.5 (relating to Definitions) and §25.471(d) (relating to General Provisions of Customer Protection Rules) of this title apply to this section. In addition, the following words and terms, when used in this section shall have the following meanings, unless the context indicates otherwise.~~

- (1) **Contract** -- The Terms of Service document (TOS), the Electricity Facts Label (EFL), Your Rights as a Customer document (YRAC), ~~and~~ the documentation of enrollment pursuant to §25.474 of this title (relating to Selection of Retail Electric Provider), and, if applicable, the Acknowledgement of Risk (AOR).
- (2) **Contract documents** -- The TOS, EFL ~~and~~, YRAC, and, if applicable, AOR.
- (3) **Contract expiration** -- The time when the initial term contract is completed. A new contract is initiated when the customer begins receiving service pursuant to the new EFL.
- (4) **Contract term** -- The time period the contract is in effect.
- (5) **Fixed rate product** -- A retail electric product with a term of at least three months for which the price (including recurring charges and ancillary service charges) for each billing period of the contract term is the same throughout the contract term, except that the price may vary from the disclosed amount solely to reflect actual changes in the Transmission and Distribution Utility (TDU) charges, changes to the Electric Reliability Council of Texas (ERCOT) or Texas Regional Entity administrative fees charged to loads or changes resulting from federal, state or local laws that impose new or modified fees or costs on a REP that are beyond the REP's control.

- (6) **Indexed product** -- A retail electric product- for which the price, including recurring charges, can vary according to a pre-defined pricing formula that is based on publicly available indices or information and is disclosed to the customer, and to reflect actual changes in TDU charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to loads or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on a REP that are beyond the REPs control. An indexed product may be for a term of three months or more, or may be a month-to-month contract.
- (7) **Month-to-month contract** -- A contract with a term of 31 days or less. A month-to-month contract may not contain a termination fee or penalty.
- (8) **Price** -- The cost for a retail electric product that includes all recurring charges, including ancillary services, excluding state and local sales taxes, and reimbursement for the state miscellaneous gross receipts tax.
- (9) **Recurring charge** -- A charge for a retail electric product that is expected to appear on a customer's bill in every billing period or appear in three or more billing periods in a twelve month period. A charge is not considered recurring if it will be billed by the TDU and passed on to the customer and will either not be applied to all customers of that class within the TDU territory, or cannot be known until the customer enrolls or requests a specific service.
- (10) **Term contract** -- A contract with a term in excess of 31 days.
- (11) **Variable price product** -- A retail product for which price may vary according to a method determined by the REP, including a product for which the price, can increase no more than a defined percentage as indexed to the customer's previous billing month's price. For residential customers, a variable price product can be only a month-to-month contract.
- (12) **Wholesale Indexed Product** - A retail electric product in which the price a customer pays for electricity includes a direct pass-through of real-time settlement point prices determined by the independent organization certified under the Public Utility Regulatory Act (PURA) §39.151 for the ERCOT power region.

(c) **General Retail Electric Provider requirements.**

(1) **General Disclosure Requirements.**

- (A) All written, electronic, and oral communications, including advertising, websites, direct marketing materials, billing statements, TOSs, EFLs, YRACs, and AORs~~YRACs~~ distributed by a REP or aggregator must~~shall~~ be clear and not

misleading, fraudulent, unfair, deceptive, or anti-competitive. Prohibited communications include, but are not limited to:

- (i) Using the term or terms “fixed” to market a product that does not meet the definition of a fixed rate product.
- (ii) Suggesting, implying, or otherwise leading someone to believe that a REP or aggregator has been providing retail electric service prior to the time the REP or aggregator was certified or registered by the commission.
- (iii) Suggesting, implying or otherwise leading someone to believe that receiving retail electric service from a REP will provide a customer with better quality of service from the TDU.
- (iv) Falsely suggesting, implying or otherwise leading someone to believe that a person is a representative of a TDU or any REP or aggregator.
- (v) Falsely suggesting, implying or otherwise leading someone to believe that a contract has benefits for a period of time longer than the initial contract term.

(B) Written and electronic communications ~~must~~shall not refer to laws, including commission rules without providing a link or website address where the text of those rules are available. All printed advertisements, electronic advertising over the Internet, and websites, ~~must~~shall include the REP’s certified name or commission authorized business name, or the aggregator’s registered name, and the number of the certification or registration.

(C) The TOS, EFL, ~~and YRAC~~, and, if applicable, AOR ~~must~~shall be provided to each customer upon enrollment. Each document ~~must~~shall be provided to the customer whenever a change is made to the specific document and upon a customer’s request, at any time free of charge.

(D) A REP ~~must~~shall retain a copy of each version of the TOS, EFL, ~~and YRAC~~, and, if applicable, AOR during the time the plan is in effect for a customer and for four years after the contract ceases to be in effect for any customer. REPs ~~must~~shall provide such documents at the request of the commission or its staff.

(2) **General contracting requirements.**

(A) A TOS, EFL, ~~YRAC~~, and AOR ~~must~~ ~~YRAC~~shall be complete, ~~shall~~be written in language that is clear, plain and easily understood, and ~~shall~~be printed in paragraphs of no more than 250 words in a font no smaller than 10 point. References to laws

including commission rules in these documents must include a link or internet address to the full text of the law.

- (B) All contract documents must be available to the commission to post on its customer education website (if the REP chooses to post offers to the website).
- (C) A contract is limited to service to a customer at a location specified in the contract. If the customer moves from the location, the customer is under no obligation to continue the contract at another location. The REP may require a customer to provide evidence that it is moving. There must be no early termination fee assessed to the customer as a result of the customer's relocation if the customer provides a forwarding address and, if required, reasonable evidence that the customer no longer occupies the location specified in the contract.
- (D) A TOS and EFL must disclose the type of product being described, using one of the following terms: fixed rate product, indexed product or a variable price product.
- (E) A REP must not use a credit score, a credit history, or utility payment data as the basis for determining the price for electric service for a product with a contract term of 12 months or less for an existing residential customer or in response to an applicant's request to become a residential customer.
- (F) In any dispute between a customer and a REP concerning the terms of a contract, any vagueness, obscurity, or ambiguity in the contract will be construed in favor of the customer.
- (G) For a variable price product, the REP must disclose on the REP's website and through a toll-free number the current price and, for residential customers, one year price history, or history for the life of the product, if it has been offered less than one year. A REP must not rename a product in order to avoid disclosure of price history. The EFL of a variable price product or indexed product must include a notice of how the current price and, if applicable, historical price information may be obtained.
- (H) A REP must comply with its contracts.

(3) **Specific contract requirements.**

- (A) The contract term must be conspicuously disclosed.

- (B) The start and end dates of the contract mustshall be available to the customer upon request. If the REP cannot determine the start date, the REP may estimate the start date. After the start date is known, the REP mustshall specify the end date of the contract by:
- (i) specifying a calendar date; or
 - (ii) reference to the first meter read on or after a specific calendar date.
- (C) If a REP specifies a calendar date as the end date, the REP may bill the term contract price through the first meter read on or after the end date of the contract.
- (D) Each contract for service must include the terms of the default renewal product that the customer will be automatically enrolled in if the customer does not select another retail electric product before the expiration of the contract term after the customer has received expiration notice.
- (E) If a REP does not provide notice of the expiration of the contract and the customer does not select another REP before expiration of the contract term, the REP must continue to serve the customer under the pricing terms of the fixed rate product until the provider provides expiration notice or the customer selects another retail electric product.
- (F) A REP, aggregator, or broker must not offer a wholesale indexed product to a residential or small commercial customer. A REP, aggregator, or broker may enroll a customer other than a residential or small commercial customer in a wholesale indexed product only if the REP, aggregator, or broker obtains before the customer's enrollment an AOR in compliance with the requirements of this section.
- (G) A REP, aggregator, or broker may enroll a customer, including a customer other than a residential or small commercial customer, in an indexed product or a product that contains a direct pass-through of ancillary service charges only if the REP, aggregator, or broker obtains before the customer's enrollment and AOR in compliance with the requirements of this section.

(4) **Website requirements.**

- (A) Each REP that offers residential retail electric products for enrollment on its website mustshall prominently display the EFL for any products offered without a person having to enter any personal information other than zip code and information that allows determination of the type of offer the consumer wishes to review. Person-specific information mustshall not be required.

- (B) The EFL for each product ~~must~~shall be printable in no more than a two page format. The EFL, TOS, ~~and YRAC,~~ and, if applicable, AOR for any products offered for enrollment on the website ~~must~~shall be available for viewing or downloading.

(d) **Changes in contract and price and notice of changes.** A REP may make changes to the terms and conditions of a contract or to the price of a product as provided for in this section. Changes in term (length) of a contract require the customer to enter into a new contract and may not be made by providing the notice described in paragraph (3) of this subsection.

(1) **Contract changes other than price.**

- (A) A REP may not change the price (other than as allowed by paragraph (2) of this subsection) or contract term of a term contract for a retail electric product, during its term; but may change any other provision of the contract, with notice under paragraph (3) of this subsection.
- (B) A REP may not change the terms and conditions of a month-to-month product, indexed or variable price products, unless it provides notice under paragraph (3) of this subsection.

(2) **Price changes.**

- (A) A REP may only change the price of a fixed rate product, an indexed product, or a variable product consistent with the definitions in this section and according to the product's EFL. Such price changes do not require notice under paragraph (3) of this subsection.
- (B) For a fixed rate product, each bill ~~must~~shall either show the price changes on one or more separate line items, or ~~must~~shall include a conspicuous notice stating that the amount billed may include price changes allowed by law or regulatory actions.
- (C) Each residential bill for a variable price product ~~must~~shall include a statement informing the customer how to obtain information about the price that will apply on the next bill.

(3) **Notice of changes to terms and conditions.** A REP must provide written notice to its customers at least 14 days in advance of the date that the change in the contract will be applied to the customer's bill or take effect. Notice is not required for a change that benefits the customer.

(4) **Contents of the notice to change terms and conditions.** The notice ~~must~~shall:

- (A) be provided in or with the customer's bill or in a separate document;

- (B) include the following statement, “Important notice regarding changes to your contract” clearly and conspicuously in the notice;
- (C) identify the change and the specific contract provisions that address the change;
- (D) clearly specify what actions the customer needs to take if the customer does not accept the proposed changes to the contract;
- (E) state in bold lettering that if the new terms are not acceptable to the customer, the customer may terminate the contract and no termination penalty ~~may~~shall apply for 14 days from the date that the notice is sent to the customer but may apply if action is taken after the 14 days have expired. No such statement is required if the customer would not be subject to a termination penalty under any circumstances; and
- (F) state in bold lettering that establishing service with another REP may take up to seven business days.

(e) **Contract expiration and renewal offers.** ~~The REP shall~~

(1) Notice Timeline for Expiration of a Non-Fixed Rate Product.

~~For other than fixed rate products, the REP must~~ send a written notice of contract expiration at least 30 days or one billing cycle prior to the date of contract expiration, but no more than 60 days or two billing cycles in advance of contract expiration for a residential customer, and at least 14 days but no more than 60 days or two billing cycles in advance of contract expiration for a small commercial customer. The REP ~~must~~shall send the notice by mail to a residential customer or ~~may~~shall send the required notice to a customer’s e-mail address if available to the REP and if the customer has requested to receive contract-related notices electronically. The REP ~~must~~shall send the notice to a small commercial customer by mail or may send the notice to the customer’s e-mail address if available to the REP and, if the customer has requested to receive contract-related notices electronically. Nothing in this section ~~precludes~~shall preclude a REP from offering a new contract to the customer at any other time during the contract term.

~~(2)~~ Notice Timeline for Expiration of a Fixed Rate Product.

(A) For fixed rate products, the REP must provide the customer with at least three written notices of the date the fixed rate product will expire. The notices must be provided during the last third of the contract period and in intervals that allow for, as practicable, even distribution of the notices throughout the last third of the contract period. For contracts for a period:

- (i) Of more than four months, the final notice must be provided at least 30 days before the date the contract will expire.
 - (ii) Of less than four months, the final notice must be provided at least 15 days before the date the contract will expire.
- (B) The notices must be provided to the customer by mail at the customer's billing address, unless the customer has opted to receive communications electronically from the REP.
- (C) Additional means of providing the customer notice may be utilized, so long as it is in addition to the notice required in paragraph (B) of this subsection.
- (D) If a REP does not provide the required notice of the expiration of a customer's contract and the customer does not select another retail electric product before expiration of the contract term, the REP must continue serving the customer under the terms of the fixed rate contract until sufficient expiration notice is provided and the customer selects another retail electric product.

(3) Contract Expiration.

- (A) If a customer takes no action in response to a notice of contract expiration for the continued receipt of retail electric service upon the contract's expiration, the REP ~~must~~shall serve the customer pursuant to a default renewal product that is a month-to-month product that the customer may cancel at any time without a fee. The month-to-month product price may vary between billing cycles based on clear terms designed to be easily understood by the average customer.
- (B) Written notice of contract expiration ~~must~~shall be provided in or with the customer's bill, ~~or in~~as a separate document.
 - (i) If notice is provided with a residential customer's bill, the notice ~~must~~shall be printed on a separate page. A statement ~~must~~shall be included in a manner readily visible on the outside of the envelope sent to a residential customer's billing address by mail and in the subject line on the e-mail (if the REP sends the notice by e-mail) that states, "Contract Expiration Notice. See Enclosed."
 - (ii) If the notice is provided in or with a small commercial customer's bill, the REP must include a statement in a manner readily visible on the outside of the billing envelope or in the subject line of an electronic bill that states, "Contract Expiration Notice" or "Contract Expiration Notice. See Enclosed."; or

(iii) If notice is provided in a separate document, a statement ~~must~~shall be included in a manner readily visible on the outside of the envelope and in the subject line of the e-mail (if customer has agreed to receive official documents by e-mail) that states, "Contract Expiration Notice. See Enclosed." for residential customers or for small commercial customers, "~~Contract Expiration Notice~~" or "~~Contract Expiration Notice~~." See Enclosed."

(C) A written notice of contract expiration (whether with the bill or in a separate envelope) ~~must~~shall set out the following:

- (i) The date, in boldfaced and underlined text, as provided for in subsection (c)(3)(B) of this section that the existing contract will expire.
- (ii) If the REP provided a calendar date as the end date for the contract, a statement in bold lettering no smaller than 12 point font that no termination penalty ~~must~~shall apply to residential and small commercial customers 14 days prior to the date stated as the expiration date in the notice. In addition, a description of any fees or charges associated with the early termination of a residential customer's fixed rate product that would apply before 14 days prior to the date stated as the expiration date in the notice must be provided. No such statements are required if the original contract did not contain a termination fee.
- (iii) If the REP defined the contract end date by reference to the first meter read on or after a specific calendar date, a statement in bold lettering no smaller than 12 point font that no termination penalty ~~applies~~shall apply to residential customers after receipt of the contract expiration notice, or that no termination penalty ~~applies~~shall apply to small commercial customers for 14 days prior to the contract end date. No such statement is required if the original contract did not contain a termination fee.
- (iv) A description of any renewal offers the REP chooses to make available to the customer and the location of the TOS and EFL for each of those products and a description of actions the customer needs to take to continue to receive

service from the REP under the terms of any of the described renewal offers and the deadline by which actions must be taken.

- (v) A copy of the EFL for the default renewal product if the customer takes no action, or if the EFL is not included with the contract expiration notice, the REP must provide the EFL to the customer at least 14 days before the expiration of the contract using the same delivery method as was used for the notice. The contract expiration notice must specify how and when the EFL will be made available to the customer.
- (vi) A statement that if the customer takes no action, service to the customer will continue pursuant to the EFL for the default renewal product that ~~must~~shall be included as part of the notice of contract expiration. The TOS for the default renewal product ~~must~~shall be included as part of the notice, unless the TOS applicable to the customer's existing service also applies to the default renewal product.
- (vii) A statement that the default service is month-to month and may be cancelled at any time with no fee.

(4) **Affirmative consent.** A customer that is currently receiving service from a REP may be re-enrolled with the REP for service with the same product under which the customer is currently receiving service, or a different product, by conducting an enrollment pursuant to §25.474 of this title or by obtaining the customer's consent in a recording, electronic document, or written letter of authorization consistent with the requirements of this subsection. Affirmative consent is not required when a REP serves the customer under a default renewal product pursuant to paragraph (1) of this subsection. Each recording, electronic document, or written consent form must:

- (A) Indicate the customer's name, billing address, service address (for small commercial customers, the ESI ID may be used rather than the service address);
- (B) Indicate the identification number of the TOS and EFL under which the customer will be served;
- (C) Indicate if the customer has received, or when the customer will receive copies of the TOS, EFL, ~~and~~ YRAC, and, if applicable, AOR;
- (D) Indicate the price(s) which the customer is agreeing to pay;

- (E) Indicate the date or estimated date of the re-enrollment, the contract term, and the estimated start and end dates of contract term;
- (F) Affirmatively inquire whether the customer has decided to enroll for service with the product, and contain the customer's affirmative response; and
- (G) Be entirely in plain, easily understood language, in the language that the customer has chosen for communications.

(f) **Terms of service document.** The following information ~~must~~^{shall} be conspicuously contained in the TOS:

- (1) **Identity and contact information.** The REP's certified name and business name (dba) (if applicable), mailing address, e-mail and Internet address (if applicable), certification number, and a toll-free telephone number (with hours of operation and time-zone reference).
- (2) **Pricing and payment arrangements.**
 - (A) Description of the amount of any routine non-recurring charges resulting from a move-in or switch that may be charged to the customer, including but not limited to an out-of-cycle meter read, and connection or reconnection fees;
 - (B) For small commercial customers, a description of the demand charge and how it will be applied, if applicable;
 - (C) An itemization, including name and cost, of any non-recurring charges for services that may be imposed on the customer for the retail electric product, including an application fee, charges for default in payment or late payment, and returned checks charges;
 - (D) A description of any collection fees or costs that may be assessed to the customer by the REP and that cannot be quantified in the TOS; and
 - (E) A description of payment arrangements and bill payment assistance programs offered by the REP.
- (3) **Deposits.** If the REP requires deposits from its customers:
 - (A) a description of the conditions that will trigger a request for a deposit;
 - (B) the maximum amount of the deposit or the manner in which the deposit amount will be determined;

- (C) a statement that interest will be paid on the deposit at the rate approved by the commission, and the conditions under which the customer may obtain a refund of a deposit;
- (D) an explanation of the conditions under which a customer may establish satisfactory credit pursuant to §25.478 of this title (relating to Credit Requirements and Deposits); and
- (E) if applicable, the customer's right to post a letter of guarantee in lieu of a deposit pursuant to §25.478(i) of this title.

(4) **Rescission, Termination and Disconnection.**

- (A) In a conspicuous and separate paragraph or box:
 - (i) A description of the right of a customer, for switch requests, to rescind service without fee or penalty of any kind within three federal business days after receiving the TOS, pursuant to §25.474 of this title; and
 - (ii) Detailed instructions for rescinding service, including the telephone number and, if available, facsimile number or e-mail address that the customer may use to rescind service.
- (B) A statement as to how service can be terminated and any penalties that may apply;
- (C) A statement of customer's ability to terminate service without penalty if customer moves to another premises and provides evidence that it is moving, if required, and a forwarding address; and
- (D) If the REP has disconnection authority, pursuant to §25.483 of this title (relating to Disconnection of Service), a statement that the REP may order disconnection of the customer for non-payment.

(5) **Antidiscrimination.** A statement informing the customer that the REP cannot deny service or require a prepayment or deposit for service based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer in a economically distressed geographic area, or qualification for low income or energy efficiency services. For residential customers, a statement informing the customer that the REP cannot use a credit score, a credit history, or utility payment data as the basis for determining the price for electric service for a product with a contract term of 12 months or less.

- (6) **Other terms.** Any other material terms and conditions, including exclusions, reservations, limitations of liability, or special equipment requirements, that are a part of the contract for the retail electric product.
- (7) **Contract expiration notice.** For a term contract, the TOS ~~must~~shall contain a statement informing the customer that a contract expiration notice will be sent at least 14 days prior to the end of the initial contract term. The TOS ~~must~~shall also state that if the customer fails to take action to ensure the continued receipt of retail electric service upon the contract's expiration, the customer will continue to be served by the REP automatically pursuant to a default renewal product, which ~~must~~shall be a month-to-month product.
- (8) A statement describing the conditions under which the contract can change and the notice that will be provided if there is a change.
- (9) **Version number.** A REP ~~must~~shall assign an identification number to each version of its TOS, and ~~must~~shall publish the number on the terms of service document.

(g) **Electricity Facts Label.** The EFL ~~must~~shall be unique for each product offered and ~~must~~shall include the

information required in this subsection. Nothing in this subsection precludes a REP from charging a price that is less than its EFL would otherwise provide.

- (1) **Identity and contact information.** The REP's certified name and business name (dba) (if applicable), mailing address, e-mail and Internet address (if applicable), certification number, and a toll-free telephone number (with hours of operation and time-zone reference).
- (2) **Pricing disclosures.** Pricing information ~~must~~shall be disclosed by a REP in an EFL. The EFL ~~must~~shall state specifically whether the product is a fixed rate, variable price or indexed product.
 - (A) For a fixed rate product, the EFL ~~must~~shall provide the total average price for electric service reflecting all recurring charges, excluding state and local sales taxes, and reimbursement for the state miscellaneous gross receipts tax, to the customer.
 - (B) For an indexed product, the EFL ~~must~~shall provide sample prices for electric service reflecting all recurring charges, excluding state and local sales taxes, and reimbursement for the state miscellaneous gross receipts tax, resulting from a reasonable range of values for the inputs to the pre-defined pricing formula.

- (C) For a variable price product, the EFL ~~must~~shall provide the total average price for electric service for the first billing cycle reflecting all recurring charges, including any TDU charges that may be passed through and excluding state and local sales taxes, and reimbursement for the state miscellaneous gross receipts tax, to the customer. Actual changes in TDU charges, changes to the ERCOT or Texas Regional Entity administrative fees charge to loads or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on a REP that were not implemented prior to the issuance of the EFL and were not included in the average price calculation may be directly passed through to customers beginning with the customer's first billing cycle.
- (D) The total average price for electric service ~~must~~shall be expressed in cents per kilowatt hour, rounded to the nearest one-tenth of one cent for the following usage levels:
- (i) For residential customers, 500, 1,000 and 2,000 kilowatt hours per month; and
 - (ii) For small commercial customers, 1,500, 2,500, and 3,500 kilowatt hours per month. If demand charges apply assume a 30 percent load factor.
- (E) If a REP combines the charges for retail electric service with charges for any other product, the REP ~~must~~shall:
- (i) If the electric product is sold separately from the other products, disclose the total price for electric service separately from other products; and
 - (ii) If the REP does not permit a customer to purchase the electric product without purchasing the other products or services, state the total charges for all products and services as the price of the total electric service. If the product has a one-time cost up front, for the purposes of the average price calculation, the cost of the product may be figured in over a 12-month period with 1/12 of the cost being attributed to a single month.
- (F) The following ~~must~~shall be included on the EFL for specific product types:
- (i) For indexed products, the formula used to determine an indexed product, including a website and phone number customers may contact to determine the current price.

- (ii) For a variable price product that increases no more than a defined percentage as indexed to the customer's previous billing month's price, a notice in bold type no smaller than 12 point font: "Except for price changes allowed by law or regulatory action, this price is the price that will be applied during your first billing cycle; this price may increase by no more than {insert percentage} percent from month-to-month." For residential customers, the following additional statement is required: "Please review the historical price of this product available at {insert specific website address and toll-free telephone number}." In the disclosure chart, the box describing whether the price can change during the contract period ~~must~~shall include the following statement: "The price applied in the first billing cycle may be different from the price in this EFL if there are changes in TDSP charges; changes to the Electric Reliability Council of Texas or Texas Regional Entity administrative fees charged to loads; or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs that are outside our control."
- (iii) For all other variable price products, a notice in bold type no smaller than 12 point font: "Except for price changes allowed by law or regulatory action, this price is the price that will be applied during your first billing cycle; this price may change in subsequent months at the sole discretion of {insert REP name}." In the disclosure chart, the box describing whether the price can change during the contract period ~~must~~shall include the following statement: "The price applied in the first billing cycle may be different from the price in this EFL if there are changes in TDSP charges; changes to the Electric Reliability Council of Texas or Texas Regional Entity administrative fees charged to loads; or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs that are outside our control." For residential customers, the following additional statement is required: "Please review the historical price of this product available at {insert specific website address and toll-free telephone number}."

(3) **Fee Disclosures.**

- (A) If customers may be subject to a special charge for underground service or any similar charge that applies only in a part of the TDU service area, the EFL ~~must~~shall include a statement in the electricity price section that some customers will be subject to a special charge that is not included in the total average price for electric service and ~~must~~shall disclose how the customer can determine the price and applicability of the special charge.
- (B) A listing of all fees assessed by the REP that may be charged to the customer and whether the fee is included in the recurring charges.
- (4) **Term Disclosure.** EFL ~~must~~shall include disclosure of the length of term, minimum service term, if any, and early termination penalties, if any.
- (5) **Renewable Energy Disclosures.** The EFL ~~must~~shall include the percentage of renewable energy of the electricity product and the percentage of renewable energy of the statewide average generation mix.
- (6) **Format of Electricity Facts Label.** REPs must use the following format for the EFL with the pricing chart and disclosure chart shown. The additional language is for illustrative purposes. It does not include all reporting requirements as outlined above. Such subsections should be referred to for determination of the required reporting items on the EFL. Each EFL ~~must~~shall be printed in type no smaller than ten points in size, unless a different size is specified in this section, and ~~must~~shall be formatted as shown in this paragraph:

Electricity Facts Label (EFL)				
{Name of REP}, {Name of Product}, {Service area (if applicable)},				
Electricity price	Average	500kWh	1,000kWh	2,000kWh
	Average price	{x.x}¢	{x.x}¢	{x.x}¢
	For POLR use:	{x.x}¢	{x.x}¢	{x.x}¢
	Minimum price			
	per kilowatt-			
Other key terms and	<p>{If applicable} On-peak {season or time}: {xxx}</p> <p>{If applicable} Average on-peak price per kilowatt-hour: {x.x}¢</p> <p>{If applicable} Average off-peak price per kilowatt-hour: {x.x}¢</p> <p>{If applicable} Potential surcharges corresponding to the given electric service.</p> <p>{If variable that does not change within a defined percentage} Except for price changes allowed by law or regulatory action, this price is the price that will be applied during your first billing cycle; this price may change in subsequent months at the sole discretion of {insert REP name}. {If</p>			
	See Terms of Service statement for a full listing of fees, deposit policy, and other terms.			
	Type of Product	(fixed rate indexed or variable)		
	Contract Term	(number of months)		
	Do I have a termination fee or any fees associated with terminating service?	(yes/no) (if yes, how much)		
Can my price change during contract period?	(yes/no)			

<p>Disclosure</p> <p>Chart</p>	If my price can change, how will it change, and by how much?	<p>(formula/description of the way the price will vary and how much it can change)</p> <p>In addition if the REP chooses to pass through regulatory changes the following must<u>shall</u> be required:</p> <p>“The price applied in the first billing cycle may be different from the price in this EFL if there are changes in TDSP (List, or give direct location in TOS.)”</p>
	What other fees may I be charged?	(List, or give direct location in TOS.)
	Is this a pre-pay or pay in advance	(yes/no)
	Does the REP purchase excess	(yes/no)
	Renewable Content	(This product is x% renewable)
	The statewide average for renewable content is	(% of statewide average for renewable content)
Contact info, certification number, version number		

- (7) **Version number.** A REP ~~must~~ assign an identification number to each version of its EFL, and ~~must~~ publish the number on the EFL.

(h) **Your Rights as a Customer disclosure.** The information set out in this section ~~must~~ be included in a

REP's "Your Rights as a Customer" document, to summarize the standard customer protections provided by this subchapter or additional protections provided by the REP.

- (1) A YRAC document ~~must~~ be consistent with the TOS for the retail product.
- (2) The YRAC document ~~must~~ inform the customer of the REP's complaint resolution policy pursuant to §25.485 of this title (relating to Customer Access and Complaint Handling) and payment arrangements and deferred payment policies pursuant to §25.480 of this title (relating to Bill Payment and Adjustments).
- (3) The YRAC document ~~must~~ inform the customer of the REP's procedures for reporting outages and the steps necessary to have service restored or reconnected after an involuntary suspension or disconnection. The YRAC must also provide information the REP has received from the transmission and distribution utility (TDU) pursuant to PURA §17.003(e) regarding the TDU's procedures for implementing involuntary load shedding initiated by the independent organization certified under PURA §39.151 for the ERCOT power region, and, if applicable, where any additional details regarding those procedures or relevant updates may be located.
- (4) The YRAC document ~~must~~ inform the customer of the customer's right to have the meter tested pursuant to §25.124 of this title (relating to Meter Testing), or in accordance with the tariffs of a transmission and distribution utility, a municipally owned utility, or an electric cooperative, as applicable, and the REP's ability in all cases to make that request on behalf of the customer by a standard electronic market transaction, and the customer's right to be instructed on how to read the meter, if applicable.
- (5) The YRAC document ~~must~~ inform the customer of the availability of:
 - (A) Financial and energy assistance programs for residential customers;
 - (B) Any special services such as readers or notices in Braille or TTY;
 - (C) Special policies or programs available to residential customers ~~with physical disabilities, including residential customers who have a critical need for electric service to maintain life support systems;~~ designated as chronic condition or critical care

under §25.497 of this title and the procedure for a customer to apply to be considered for such designations.; and

- (D) Any available discounts that may be offered by the REP for qualified low-income residential customers. A REP may comply with this requirement by providing the customer with instructions for how to inquire about such discounts.
- (6) The YRAC document must~~shall~~ inform the customer of the following customer rights and protections:
 - (A) Unauthorized switch protections applicable under §25.495 of this title (relating to Unauthorized Change of Retail Electric Provider);
 - (B) The customer's right to dispute unauthorized charges on the customer's bill as set forth in §25.481 of this title (relating to Unauthorized Charges);
 - (C) Protections relating to disconnection of service pursuant to §25.483 of this title;
 - (D) Non-English language requirements pursuant to §25.473 of this title (relating to Non-English Language Requirements);
 - (E) Availability of a Do Not Call List pursuant to §25.484 of this title (relating to Electric No-Call List) and §26.37 of this title (relating to Texas No-Call List); and
 - (F) Privacy rights regarding customer proprietary information as provided by §25.472 of this title (relating to Privacy of Customer Information).
- (7) **Identity and contact information.** The REP's certified name and business name (dba), certification number, mailing address, e-mail and Internet address (if applicable), and a toll-free telephone number (with hours of operation and time-zone reference) at which the customer may obtain information concerning the product.
- (i) **Advertising claims.** If a REP or aggregator advertises or markets the specific benefits of a particular electric product, the REP or aggregator must~~shall~~ provide the name of the electric product offered in the advertising or marketing materials to the commission or its staff, upon request. All advertisements and marketing materials distributed by or on behalf of a REP or aggregator must~~shall~~ comply with this section. REPs and aggregators are responsible for representations to customers and prospective customers by employees or other agents of the REP concerning retail electric service that are made through advertising, marketing or other means.
- (1) **Print advertisements.** Print advertisements and marketing materials, including direct mail solicitations that make any claims regarding price, savings, or environmental quality for an

electricity product of the REP compared to a product offered by another REP must include the EFL of the REP making the claim. In lieu of including an EFL, the following statement must be provided: "You can obtain important standardized information that will allow you to compare this product with other offers. Contact (name, telephone number, and Internet address (if available) of the REP)." If the REPs phone number or website address is included on the advertisement, such phone number or website address is not required in the disclaimer statement. Upon request, a REP must provide to the commission the contract documents relating to a product being advertised and any information used to develop or substantiate comparisons made in the advertisement.

- (2) **Television, radio, and internet advertisements.** A REP must include the following statement in any television, Internet, or radio advertisement that makes a specific claim about price, savings, or environmental quality for an electricity product of the REP compared to a product offered by another REP: "You can obtain important standardized information that will allow you to compare this product with other offers. Contact (name, telephone number and website (if available) of the REP)." If the REPs phone number or website address is included on the advertisement, such phone number or website address is not required in the disclaimer statement. This statement is not required for general statements regarding savings or environmental quality, but must be provided if a specific price is included in the advertisement, or if a specific statement about savings or environmental quality compared to another REP is made. Upon request, a REP must provide to the commission the contract documents relating to a product being advertised and any information used to develop or substantiate comparisons made in the advertisement.

- (3) **Outdoor advertisements.** A REP must include, in a font size and format that is legible to the intended audience, its certified name or commission authorized business name, certification number, telephone number and Internet address (if available).

- (4) **Renewable energy claims.** A REP must authenticate its sales of renewable energy in accordance with §25.476 of this title (relating to Renewable and Green Energy Verification). If a REP relies on supply contracts to authenticate its sales of renewable energy, it must file a report with the commission, not later than March 15 of each year demonstrating its compliance with this paragraph and §25.476 of this title.

- (i) **Acknowledgement of Risk.** Before a customer's enrollment in an indexed product, a wholesale aggregator, broker, or retail electric provider must obtain an AOR, signed by the customer, verifying that the customer accepts the potential price risks associated with the product.
- (1) For Wholesale Indexed Products the AOR must include the following statement in clear, boldfaced text: "I understand that the volatility and fluctuation of wholesale energy prices may cause my energy bill to be multiple times higher in a month in which wholesale energy prices are high. I understand that I will be responsible for charges caused by fluctuations in wholesale energy prices."
- (2) For Indexed Products other than Wholesale Indexed Products the AOR must include the following statement in clear, boldfaced text: "I understand that the volatility and fluctuation of indexed pricing based on non-fixed indices may cause my energy bill to be multiple times higher in certain billing periods. I understand that I will be responsible for charges caused by fluctuations in the non-fixed indices and the resulting indexed price."
- (3) For products that contain a direct pass-through of ancillary service charges the AOR must include the following statement in clear, boldfaced text: "I understand that my energy bill may include a direct pass-through of ancillary service charges, which may cause my bill to be multiple times higher in billing periods in which ancillary services charges are high. I understand that I will be responsible for charges caused by fluctuations in ancillary service charges."

§25.479. Issuance and Format of Bills.

(a) **Application.** This section applies, beginning April 1, 2010, to a retail electric provider (REP) that is responsible for issuing electric service bills to retail customers, unless the REP is issuing a consolidated bill (both energy services and transmission and distribution services) on behalf of an electric cooperative or municipally owned utility. This section does not apply to a municipally owned utility or electric cooperative issuing bills to its customers in its own service territory.

(b) **Frequency and delivery of bills.**

- (1) A REP ~~must~~shall issue a bill monthly to each customer, unless service is provided for a period of less than one month. A REP may issue a bill less frequently than monthly if both the customer and the REP agree to such an arrangement.
- (2) Bills ~~must~~shall be issued no later than 30 days after the REP receives the usage data and any related invoices for non-bypassable charges, unless validation of the usage data and invoice received from a transmission and distribution utility by the REP or other efforts to determine the accuracy of usage data or invoices delay billing by a REP past 30 days. The number of days to issue a bill ~~must~~shall be extended beyond 30 days to the extent necessary to support agreements between REPs and customers for less frequent billing, as provided in paragraph (1) of this subsection or for consolidated billing.
- (3) A REP ~~must~~shall issue bills to residential customers in writing and delivered via the United States Postal Service. REPs may provide bills to a customer electronically in lieu of written mailings if both the customer and the REP agree to such an arrangement. An affiliated REP or a provider of last resort ~~must~~shall not require a customer to agree to such an arrangement as a condition of receiving electric service.
- (4) A REP ~~must~~shall not charge a customer a fee for issuing a standard bill, which is a bill delivered via U.S. mail that complies with the requirements of this section. The customer may be charged a fee or given a discount for non-standard billing in accordance with the terms of service document.

(c) **Bill content.**

- (1) Each customer's bill ~~must~~shall include the following information:

- (A) The certified name and address of the REP and the number of the license issued to the REP by the commission;
- (B) A toll-free telephone number, in bold-face type, which the customer can call during specified hours for inquiries and to make complaints to the REP about the bill;
- (C) A toll-free telephone number that the customer may call 24 hours a day, seven days a week, to report power outages and concerns about the safety of the electric power system;
- (D) The service address, electric service identifier (ESI), and account number of the customer;
- (E) The service period for which the bill is rendered;
- (F) The date on which the bill was issued;
- (G) The payment due date of the bill and, if different, the date by which payment from the customer must be received by the REP to avoid a late charge or other collection action;
- (H) The current charges for electric service as disclosed in the customer's terms of service document, including applicable taxes and fees labeled "current charges." If the customer is on a level or average payment plan, the level or average payment due ~~must~~shall be clearly shown in addition to the current charges;
- (I) A calculation of the average unit price for electric service for the current billing period, labeled, "The average price you paid for electric service this month." The calculation of the average price for electric service ~~must~~shall reflect the total of all fixed and variable recurring charges, but not include state and local sales taxes, reimbursement for the state miscellaneous gross receipts tax, and any nonrecurring charges or credits, divided by the kilowatt-hour consumption, and ~~must~~shall be expressed as a cents per kilowatt-hour amount rounded to the nearest one-tenth of one cent.
- (J) The identification and itemization of charges other than for electric service as disclosed in the customer's terms of service document;
- (K) The itemization and amount of any non-recurring charge, including late fees, returned check fees, restoration of service fees, or other fees disclosed in the REP's terms of service document provided to the customer;

- (L) The balances from the preceding bill, payments made by the customer since the preceding bill, and the amount the customer is required to pay by the due date, labeled “amount due;”
- (M) A notice that the customer has the opportunity to voluntarily donate money to the bill payment assistance program, pursuant to §25.480(g)(2) of this title (relating to Bill Payment and Adjustments);
- (N) If available to the REP on a standard electronic transaction, if the bill is based on kilowatt-hour (kWh) usage, the following information:
 - (i) the meter reading at the beginning of the period for which the customer is being billed, labeled “previous meter read,” and the meter reading at the end of the period for which the customer is being billed, labeled “current meter read,” and the dates of such readings;
 - (ii) the kind and number of units measured, including kWh, actual kilowatts (kW), or kilovolt ampere (kVa);
 - (iii) if applicable, billed kW or kVa;
 - (iv) whether the bill was issued based on estimated usage; and
 - (v) any conversions from meter reading units to billing units, or any other calculations to determine billing units from recording or other devices, or any other factors used in determining the bill, unless the customer is provided conversion charts;
- (O) Any amount owed under a written guarantee agreement, provided the guarantor was previously notified in writing by the REP of an obligation on a guarantee as required by §25.478 of this title (relating to Credit Requirements and Deposits);
- (P) A conspicuous notice of any services or products being provided to the customer that have been added since the previous bill;
- (Q) Notification of any changes in the customer’s prices or charges due to the operation of a variable rate feature previously disclosed by the REP in the customer’s terms of service document;
- (R) The notice required by §25.481(d) of this title (relating to Unauthorized Charges);
and

(S) For residential customers, on the first page of the bill in at least 12-point font the phrase, “for more information about residential electric service please visit www.powertochoose.com.”

(2) If a REP separately identifies a charge defined by one of the terms in this paragraph on the customer’s bill, then the term in this paragraph must be used to identify that charge, and such term and its definition ~~must~~shall be easily located on the REP’s website and available to a customer free of charge upon request. Nothing in this paragraph precludes a REP from aggregating transmission and distribution utility (TDU) or REP charges. For any TDU charge(s) listed in this paragraph, the amount billed by the REP ~~must~~shall not exceed the amount of the TDU tariff charge(s). The label for any TDU charge(s) may also identify the TDU that issued the charge(s). A REP may use a different term than a defined term by adding or deleting a suffix, by adding the word “total” to a defined term, where appropriate, changing the use of lowercase or capital letters or punctuation, or using the acceptable abbreviation specified in this paragraph for a defined term. If an abbreviation other than the acceptable abbreviation is used for the term, then the term must also be identified on the customer’s bill.

(A) Advanced metering charge -- A charge assessed to recover a TDU’s charges for Advanced Metering Systems, to the extent that they are not recovered in a TDU’s standard metering charge. Acceptable abbreviation: Advanced Meter.

(B) Competition Transition Charge -- A charge assessed to recover a TDU’s charges for nonsecuritized costs associated with the transition to competition. Acceptable abbreviation: Competition Transition.

(C) Energy Efficiency Cost Recovery Factor -- A charge assessed to recover a TDU’s costs for energy efficiency programs, to the extent that the TDU charge is a separate charge exclusively for that purpose that is approved by the Public Utility Commission. Acceptable abbreviation: Energy Efficiency.

(D) Late Payment Penalty -- A charge assessed for late payment in accordance with Public Utility Commission rules.

(E) Meter Charge -- A charge assessed to recover a TDU’s charges for metering a customer’s consumption, to the extent that the TDU charge is a separate charge exclusively for that purpose that is approved by the Public Utility Commission.

(F) Miscellaneous Gross Receipts Tax Reimbursement -- A fee assessed to recover the miscellaneous gross receipts tax imposed on retail electric providers operating in an

incorporated city or town having a population of more than 1,000. Acceptable abbreviation: Gross Receipts Reimb.

- (G) Nuclear Decommissioning Fee -- A charge assessed to recover a TDU's charges for decommissioning of nuclear generating sites. Acceptable abbreviation: Nuclear Decommission.
- (H) PUC Assessment -- A fee assessed to recover the statutory fee for administering the Public Utility Regulatory Act.
- (I) Sales tax -- Sales tax collected by authorized taxing authorities, such as the state, cities and special purpose districts.
- (J) TDU Delivery Charges -- The total amounts assessed by a TDU for the delivery of electricity to a customer over poles and wires and other TDU facilities not including discretionary charges.
- (K) Transmission Distribution Surcharges -- One or more TDU surcharge(s) on a customer's bill in any combination. Surcharges include charges billed as tariff riders by the TDU. Acceptable abbreviation: TDU Surcharges.
- (L) Transition Charge -- A charge assessed to recover a TDU's charges for securitized costs associated with the transition to competition.

(3) If the REP includes any of the following terms in its bills, the term must~~shall~~ be applied in a manner consistent with the definitions, and such term and its definition must~~shall~~ be easily located on the REP's website and available to a customer free of charge upon request:

- (A) Base Charge -- A charge assessed during each billing cycle without regard to the customer's demand or energy consumption.
- (B) Demand Charge -- A charge based on the rate at which electric energy is delivered to or by a system at a given instant, or averaged over a designated period, during the billing cycle.
- (C) Energy Charge -- A charge based on the electric energy (kWh) consumed.

(4) A REP must~~shall~~ provide an itemization of charges, including non-bypassable charges, to the customer upon the customer's request and, to the extent that the charges are consistent with the terms set out in paragraph (2), of this subsection, the terms must~~shall~~ be used in the itemization.

(5) A customer's electric bill must~~shall~~ not contain charges for electric service from a service provider other than the customer's designated REP.

- (6) A REP mustshall include on each residential and small commercial billing statement, in boldfaced and underlined type, the date, as provided for in §25.475(c)(3)(B) of this title (relating to General Retail Electric Provider Requirements and Information Disclosure to Residential and Small Commercial Customers) that a fixed rate product will expire.
- (7) To the extent that a REP uses the concepts identified in this paragraph in a customer's bill, it mustshall use the term set out in this paragraph, and the definitions in this paragraph mustshall be easily located on the REP's website. A REP may not use a different term for a concept that is defined in this paragraph.
- (A) kW -- Kilowatt, the standard unit for measuring electricity demand, equal to 1,000 watts;
- (B) kWh -- Kilowatt-hour, the standard unit for measuring electricity energy consumption, equal to 1,000 watt-hours; and
- (8) Notice of contract expiration may be provided in a bill in accordance with §25.475 of this title.

(d) **Public service notices.** A REP mustshall, as required by the commission after reasonable notice, provide brief public service notices to its customers. The REP mustshall provide these public service notices to its customers on its billing statements, as a separate document issued with its bill, by electronic communication, or by other acceptable mass communication methods, as approved by the commission.

- (1) In April and October of each year, or as otherwise directed by the commission, the REP mustshall provide information to each customer along with the customer's bill about:
- (A) The electric utility's procedures for implementing involuntary load shedding initiated by the independent organization certified for the ERCOT power region under PURA §39.151;
- (B) The types of customers who may be considered critical care residential customers, critical load industrial customers, or critical load according to commission rules adopted under PURA §38.076;
- (C) The procedure for a customer to apply to be considered a critical care customer, a critical load industrial customer, or critical load according to commission rules adopted under PURA §38.076; and
- (D) Reducing electricity use at times when involuntary load shedding events may be implemented.

- (e) **Estimated bills.** If a REP is unable to issue a bill based on actual meter reading due to the failure of the TDU, the registration agent, municipally owned utility or electric cooperative to obtain or transmit a meter reading or an invoice for non-bypassable charges to the REP on a timely basis, the REP may issue a bill based on the customer's estimated usage and inform the customer of the reason for the issuance of the estimated bill.
- (f) **Non-recurring charges.** A REP may pass through to its customers all applicable non-recurring charges billed to the REP by a TDU, municipally owned utility, or electric cooperative as a result of establishing, switching, disconnecting, reconnecting, or maintaining service to an applicant or customer. In the event of a meter test, the TDU, municipally owned utility, electric cooperative, and REP ~~must~~shall comply with the requirements of §25.124 of this title (relating to Meter Testing) or with the requirements of the tariffs of a TDU, municipally owned utility, or electric cooperative, as applicable. The TDU, municipally owned utility, or electric cooperative ~~must~~shall maintain a record of all meter tests performed at the request of a REP or a REP's customers.
- (g) **Record retention.** A REP ~~must~~shall maintain monthly billing and payment records for each account for at least 24 months after the date the bill is mailed. The billing records ~~must~~shall contain sufficient data to reconstruct a customer's billing for a given period. A copy of a customer's billing records may be obtained by that customer on request, and may be obtained once per 12-month period, at no charge.
- (h) **Transfer of delinquent balances or credits.** If the customer has an outstanding balance or credit owed to the customer's current REP that is due from a previous account in the same customer class, then the customer's current REP may transfer that balance to the customer's current account. The delinquent balance and specific account or address ~~must~~shall be identified as such on the bill. There ~~must~~shall be no balance transfers between REPs, other than transfer of a deposit, as specified in §25.478(j)(2) of this title.